

*Sec. of State # 4287  
A.G. # 18-292  
File Set: 5/3/78*

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF KINGMAN

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF KINGMAN, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or

intersection lighting at the following locations:

U.S. 66 and 4th Street  
U.S. 66 and 10th Street  
U.S. 66 and Tucker Street  
U.S. 66 and Stockton Hill Road

U.S. 93 and 1st Street *deleted April 18, 1978*

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or intersection lighting.
2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.
3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.
4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1979, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.
5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic

signals and/or intersection lighting on those State Highways which traverse within the boundaries of the CITY.

6. It is understood that the list of intersections set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

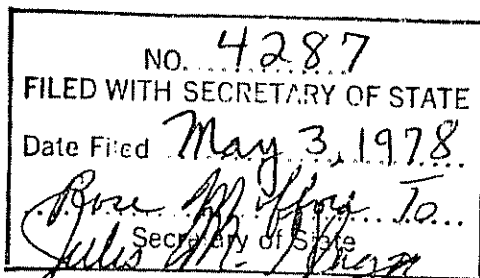
7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1978, but in no event prior to its being filed with the Secretary of State.

10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.



ATTEST:

Joseph Helmer  
City Clerk

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: J. B. Mest  
Chief Deputy State Engineer

CITY OF KINGMAN

By: H. Tanner  
Title: Mayer

CITY OF KINGMAN

RESOLUTION NO. 619

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE  
CITY OF KINGMAN, ARIZONA:  
RELATING TO INTER-GOVERNMENTAL MAINTENANCE AGREEMENTS  
ON TRAFFIC CONTROL SIGNAL LIGHTS.

WHEREAS, the State of Arizona, by and through the Arizona Department of Transportation, is the owner of traffic control signal lights located in the City of Kingman.

WHEREAS, they have requested the City to enter into a maintenance agreement relating to the signal lights. Said agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

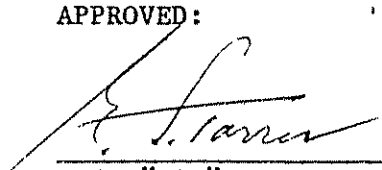
WHEREAS, the City is willing to assume the obligations imposed by the maintenance agreement.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the CITY OF KINGMAN that:

The Mayor of the City of Kingman is hereby authorized to execute the attached Inter-Governmental Agreement.

PASSED AND ADOPTED by the Common Council of the CITY OF KINGMAN, Arizona, this 10th day of April, 1978.

APPROVED:

  
E. S. "JOE" TORRES, MAYOR

ATTEST:

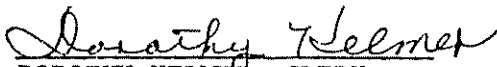
  
DOROTHY HELMER, CLERK

EXHIBIT "A"

EXHIBIT "B"

CERTIFICATE OF CITY ATTORNEY

I, the undersigned, ROBERT M. BULA, the duly authorized and acting legal representative of the City of Kingman, do hereby certify as follows:

1. That the City of Kingman is authorized under Arizona State Statutes to enter into the Agreement between the State of Arizona, acting by and through the Arizona Department of Transportation, and the City of Kingman relating to signal lights at street intersections.

2. That I have reviewed the Agreement and it is in proper form.

DATED this 10<sup>th</sup> day of April, 1978.

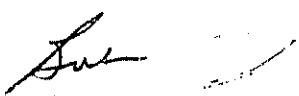
  
\_\_\_\_\_  
ROBERT M. BULA  
City Attorney  
310 North Fourth Street  
Kingman, Arizona 86401

EXHIBIT "C"

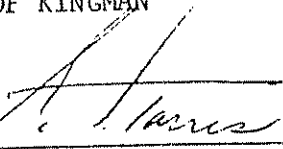
LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF KINGMAN consummated on May 3, 1978 it is agreed by both parties that the following intersection(s) be added to or deleted from, the existing list of intersections to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA  
THE ARIZONA DEPARTMENT OF TRANSPORTATION

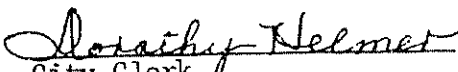
By:   
Chief Deputy State Engineer

CITY OF KINGMAN

By: 

Title: Mayer

ATTEST:

  
City Clerk

Date Signed: 4-26-78


EXHIBIT "C"  
LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement (A.G. No. 78-292, Secretary of State No. 4287, dated May 3, 1978) for the operation and maintenance of traffic signals and/or intersection lighting between the STATE OF ARIZONA and the CITY OF KINGMAN, it is agreed by both parties that the following intersection be deleted from the existing list of intersections to be operated and maintained as set forth in said Agreement.

US 93 and 1st Street  
in Kingman

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

  
\_\_\_\_\_  
Chief Deputy State Engineer

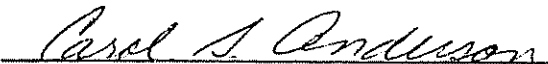
DATE:

3, Jan. 1984 <sup>5</sup> am.

CITY OF KINGMAN

ATTEST:

BY:

  
\_\_\_\_\_  
Mayor

TITLE:

Mayor

DATE:

December 27, 1984

  
\_\_\_\_\_  
City Clerk

Date: 12/27/84



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

John A. LaSota, Jr.  
~~XXXXXXXXXX~~  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 78-292 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 18<sup>th</sup> day of April, 1978.

JOHN A. LaSOTA, JR.  
The Attorney General

*Albert Morgan*  
ALBERT MORGAN  
Assistant Attorney General